

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 88	PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. W912BU-04-B-0003		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED (RFP)		5. DATE ISSUED 09 Mar 2004		6. REQUISITION/PURCHASE NO. W25PHS-3363-5937		
7. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390 TEL: FAX:				CODE W912BU		8. ADDRESS OFFER TO  <b>See Item 7</b> TEL: FAX:		(If other than Item 7) CODE		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>RM 643 CONTRACTING DIV</u> until <u>02:15 PM</u> local time <u>08 Apr 2004</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME ERNEST G SAVOY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-656-6913		C. E-MAIL ADDRESS Ernest.G.Savoy@usace.army.mil				
<b>11. TABLE OF CONTENTS</b>										
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

CAUTION SHEET

CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

[ ] Are you registered in the Central Contractor Database? See DFARS Clause 252.204-7004 "Required Central Contractor Registration" in Section I of this solicitation?

[ ] Are in compliance with the VETS-100 reporting requirement? See FAR 52. 52.222-37 "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans in Section" in Section I of this solicitation?

[ ] Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

[ ] Have you completed the "Representations and Certifications" {Section K} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 33?

[ ] Is your bid properly signed by an officer of your company?

[ ] If a bid guarantee is required, is it included with your bid and is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety and are all required seals affixed? A bid guarantee is required when your bid exceeds \$100,000.00. A late bid guarantee is treated the same as a late bid.

[ ] Is the name in which you submitted the bid the same on your bid as on the bid bond?

[ ] If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

[ ] The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[ ] Are decimals in unit prices in the proper places? Are your figures legible?

[ ] Are the extensions of your unit prices, and your total bid price correct?

☐ Are all erasures or corrections initialed by the person signing the bid?

☐ Have you restricted your bid by altering the provisions of the solicitation?

☐ If you are a large business and your bid is greater than \$500,000 for service or \$1,000,000.00 for construction have you included your Sub-Contracting Plan in your bid package? (NOTE: PLEASE REFER TO SUBCONTRACTING PLAN IN SOLICITATION FOR GOALS).

☐ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

☐ Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section L} of the solicitation.

February 24, 2004

SUPPLIES AND/OR SERVICES



**US Army Corps  
of Engineers**  
Philadelphia District

**PLANS AND SPECIFICATIONS  
FOR THE 2004 OVERHAUL  
OF SURVEY BOAT SHUMAN**

Drydock and perform repairs to SURVEY BOAT *SHUMAN* of the USACE PHILADELPHIA DISTRICT in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>0001</b>	<b>REPAIRS TO SURVEY BOAT SHUMAN</b>	1	VSSL	XXXX	XXXXXX
0002	<b><u>PLANNING</u></b> (The submittals required for "Planning" are listed in contract clause H02.) This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JB	XXXX	_____
0003	<b><u>DRYDOCKING AND REPAIRS</u></b> (The submittals required for "Drydocking and Repairs" are listed in contract clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer's Representative after satisfactory completion of Item 0001A. The contractor may not start this item until he receives a Notice To Proceed for this item.	1	JB	XXXX	XXXXXX
0004	H-101 Drydocking	40	DY	_____	_____
0005	H-102 Utilities and Services	42	DY	_____	_____
0006	H-201 Fuel Tank Cleaning	1	JB	XXX	_____
0007	M-101 Main Engine Re-powering	1	JB	XXX	_____
0008	M-901 Misc Maintenance	1	JB	XXX	_____
	A. LABOR	80	HRS	_____	_____
	M-901 Misc Maintenance	1	JB	XXX	_____
	B. MATERIALS	1	JB	XXX	_____
	C. BURDEN CHARGES (INSERT % RATE)	XXX	XXX	XXX	(_____%)
	<b>TOTAL FOR ITEM 0001</b>	<b>1</b>	<b>VSL</b>	<b>XXXXXX</b>	_____

INSERT LOCATION OF THE SHIPYARD WHERE THE WORK WILL BE PERFORMED:

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The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly overstated for other work.

(52.217-5)

Refer to Contract Section M for Evaluation and Award criteria.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFP OVERHAUL/ENGINE REPOWER OF THE SURVEYBOAT SHUMAN PURCHASE REQUEST NUMBER: W25PHS-3363-5937	1	Lump Sum		
					<hr/>
					NET AMT

FOB: Destination

NOTE TO CONTRACTOR:

**NOTES TO CONTRACTOR:**

**CONTRACTORS ARE ADVISED TO CONTACT MR. EMILIANO CRUZ (215) 656-6745 REGARDING THE SITE VISIT SCHEDULED FOR THE SHUMAN ON 25 MARCH 2004 AT 0930 HOURS, CHESAPEAKE CITY, MD.**

**The mileage surcharge has been changed to \$41.67.**

**The North-American Industry Classification System (NAICS) is 336611, in accordance with Clause 52.219-1, entitled Small Business Program Representation.**

**In accordance with Clauses 52.228-1, 52.228-2, 52.228-11, 52.228-14, 52.228-16 and 252.217-7008, a Bid Guarantee and Performance and Payment Bonds are required for this acquisition.**

**In accordance with Clause 252.217-7012, Insurance is required for this acquisition.**

SCOPE OF WORK

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## **TP TECHNICAL PROVISIONS**

### **TP-1 SCOPE OF WORK**

The contractor shall furnish all engineering, design, labor, services, equipment, parts and materials and perform the drydocking and repairs to the SURVEY BOAT SHUMAN listed in this contract.

Drawings, equipment or materials to be furnished by the Government will be specifically listed in the appropriate contract clause. Unless specifically listed, the contractor shall assume no drawings, equipment or materials will be furnished by the Government and shall bid accordingly.

### **TP-2 DEFINITIONS**

The following definitions are applicable to phrases and acronyms used throughout this contract:

Contracting Officer (KO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR) - A member of the Philadelphia District contract management and quality assurance team authorized by the Contracting Officer to perform administrative and managerial duties. A copy of the COR's authority letter will be furnished to the Contractor at the time of award.

Government Furnished Equipment (GFE) - Equipment, materials, parts, supplies, or components furnished by the Government to the contractor for installation on the vessel.

USACE - Acronym for the U.S. Army Corps of Engineers.

PSBr - Acronym for the Physical Support Branch of the Philadelphia District Corps of Engineers.

QC - Quality Control. Quality Control is a function of the contractor. Refer to clause E03.

QA - Quality Assurance. Quality Assurance is a function of the Government.

ABS - Acronym for the American Bureau of Shipping

USCG - Acronym for the U.S. Coast Guard.

CFR - Acronym for the Code of Federal Regulations.

ANSI - Acronym for American National Standards Institute

OSHA - Acronym for Occupational Safety and Health Administration

NFPA - Acronym for National Fire Protection Association

**TP-3 STANDARD****Error! Reference source not found.**

All design, engineering, modifications and repairs to the vessel shall be performed in accordance with the criteria set forth in the latest issues of the following standards:

U.S. Army Corps of Engineers, Publication No. EM 385-1-1, "Safety and Health Requirements Manual." Dated 03 November 2003.

American Bureau of Shipping (ABS) "Guide for Building and Classing High Speed Craft."

American Boat and Yacht Council (ABYC) - "Standards and Recommended Practices for Small Craft"

46 CFR Subchapter T – "Rules and Regulations for Small Passenger Vessels (Under 100 Gross Tons)" [46 CFR 175 - 185].

46 CFR Subchapter S – "Subdivision and Stability Regulations" [46 CFR 170 - 171].

United States Public Health Service (USPHS), Publication No. 393 "Handbook on Sanitation of Vessel Construction".

USCG, Navigation Rules - Inland/International.

Institute of Electrical and Electronic Engineers Standards, Publication No. IEEE-45 - Recommended Practice for Electrical Installation on Shipboard.

Illuminating Engineering Society, "Recommended Practice for Marine Lighting."

National Electric Code (NEC).

Note that these standards apply only to the engineering, design and workmanship performed by the contractor as part of this contract including removals, accesses and other work performed by the contractor incidental to the work required by the contract.

**TP-4 CERTIFICATION AND CLASSIFICATION**

The vessel is not certificated by the USCG.

The vessel is not classed by the ABS.

It is not intended as part of this contract that any classification or certification be achieved.

## **TP-5 INSPECTIONS, TESTING AND TRIALS**

The contractor shall provide and maintain inspection systems covering the work specified in this contract in accordance with the requirements

The contractor shall perform Tests, Trials and other operational performance demonstrations as required in Section E – ‘‘INSPECTION AND ACCEPTANCE’’ of this contract.

The contractor shall provide reasonable advance notice (not less than 1 full working day) to the COR prior to any testing or trials. If the COR, after having received such notification, is not present at the designated time and place for the inspection or test, the contractor shall proceed with the inspection or test. Untimely notification will result in postponement or repetition of the test. Lack of notification will require retesting. All delays caused by improper notification are the responsibility of, and to the account of, the contractor.

The contractor shall furnish a competent and authorized individual to witness and document the results of all inspections or tests.

## **TP-6 WORKMANSHIP AND CONSTRUCTION STANDARDS**

### **A GENERAL REQUIREMENTS FOR ACCESS**

After careful planning and subject to the approval of the COR, the Contractor may cut and/or remove plating or framing members from the vessel for access to machinery, piping, wiring and equipment.

Under the same conditions, the Contractor may also remove piping, wiring, fixtures, fittings, etc., for access and clearance to perform required work.

At the completion of required work, all removals shall be replaced. Replacement shall consist of returning the removed equipment, piping, wiring, structural members and plating to their original locations and reinstallation. Where parts, components or equipment are damaged as a result of the removals, the contractor shall replace them in kind. Installations shall be in accordance with the original construction drawings or the referenced standards (Refer to TP-3). Fit and finish shall be restored and damaged paint shall be renewed. All removed equipment shall be tested as part of the Tests and Trials required in Section E of this contract. Any removals for access shall be temporarily supported if lack of such support could cause failure or damage to adjacent systems, distortion of adjacent framing or plating, or result in a safety hazard.

### **B GENERAL REQUIREMENTS FOR HULL WORK**

All new hull plating shall be fabricated from marine grade aluminum plate.

Due regard shall be paid to details in both the design and construction of all new and/or modified structures, to prevent structural discontinuities and other stress concentrations. Where

openings must be provided in the structure, adequate compensation shall be provided by the contractor.

Watertight integrity of all bulkheads and decks shall be maintained. Openings created by permanent removal or addition of piping, wiring or other materials shall be closed by means of watertight penetrations or insert plates of equal thickness flush-welded to the bulkheads.

All welds shall be ground flush and smooth.

Sections of stiffeners, beams, girders, etc., shall be welded to the bulkheads to maintain continuity of structure.

Openings cut into decks and bulkheads shall be adequately compensated by bounding bar to maintain original strength.

All watertight, oil tight and weather tight work shall be tested for tightness prior to painting. Testing procedures, other than hydrostatic testing, shall be submitted to the COR for approval. Submittals shall include complete particulars on the testing procedure(s) proposed and, if air testing is used, the method of controlling the air pressure. Water used for testing shall be potable quality to prevent contamination of the compartments and piping.

## C GENERAL REQUIREMENTS FOR FOUNDATIONS AND SUPPORTS

Suitable foundations shall be provided under all new units of machinery. Foundations shall be built up of plates and structural shapes to the dimensions required for satisfactory support, and shall assure rigidity, freedom from vibration and designed for secure containment of the equipment in event of crash stops.

Where dripping water or oil can be expected, the top plates of foundations shall project beyond the edges of the bed plates or bases of units being supported and formed into spill containment/drip pans. Flat bars welded around the edges of the top plates may be used to retain any leakage. Valved drains shall be provided at the ends or corners of the pans to facilitate fluid removal or recovery.

Foundations shall extend beyond the equipment fore and aft or transversely to distribute the load and to avoid excessive weight concentrations.

Doublers, insert plates, girders, headers and stanchions shall be fitted and under-deck framing shall be reinforced to support units mounted on deck.

## D GENERAL REQUIREMENTS FOR MATERIALS

All materials provided by the contractor shall be suitable for marine applications and shall be subject to approval of the COR.

All new hull plate or hull framing members shall be ASTM 5086 aluminum alloy. Plates shall have temper H-117 and shapes shall have temper H-111.

Fasteners shall be AISI type 304 or 316 stainless steel.

All fasteners shall be installed using non-metallic gasket material when placed against an aluminum surface.

## E GENERAL REQUIREMENTS FOR PIPING

All piping required in these specifications shall be designed and installed to obtain optimum operating conditions, and shall be compatible with the machinery or equipment serviced.

All piping, valves and fittings shall comply with material specifications of the design standards for that particular service.

Piping shall be led as directly. Piping shall include valves, unions and fittings.

Unions and flanges shall be provided to facilitate installation and subsequent removal.

Flexible connections to machinery components shall be provided where vibration may be anticipated.

Piping shall not pass over switchboards and be kept clear of switchgear, wiring, etc.

All work shall be templated from the vessel.

Piping shall be secured by supports and hangers so as to avoid excessive strains; avoid the weight of the piping being transmitted to valves and fittings; minimize the effects of vibration, shock, pitching and rolling of the vessel; and permit proper thermal expansion and contraction. Provision may be made for expansion and contraction by changes in direction of pipe runs or by use of expansion bends, joints, loops or offsets.

Exhaust piping shall be welded for all sizes.

All burrs shall be removed from the ends of all piping after any cutting or threading. Pipe ends shall be dressed with a reamer before installation.

Valve type shall be consistent with the service. All valve materials shall be stainless steel.

An aluminum label plate shall be attached to the hand-wheel of all new valves to indicate its function.

Where pipes are carried through watertight bulkheads, decks or tank tops, the watertight integrity of the structure shall be maintained.

Heat sensitive materials shall not be used in piping systems which penetrate watertight subdivisions.

All fastenings used to connect valves to shell connections shall be of stainless steel.

Where dissimilar metals occur, the contractor shall insulate to prevent electrolytic action.

## F GENERAL REQUIREMENTS FOR MACHINERY SYSTEMS

Where new machinery and equipment is to be installed, or when existing machinery and equipment is relocated, the contractor shall mount the items on foundations as specified elsewhere herein.

All fastenings, bolts, (fitted or otherwise) studs, nuts, washers, gaskets, etc., shall be installed using anti-seize compound furnished by the contractor unless otherwise specified.

Any defective or missing fasteners shall be renewed at Contractor's own expense.

Where detailed disassembly, assembly, or installation procedures appear in this specification, they are presented for the contractor's information and convenience in estimating the possible extent of the work to be done. The inclusion of these detailed procedures does not relieve the contractor of responsibility for doing all work necessary and in the proper manner for satisfactorily accomplishing the specified ultimate objective.

## G GENERAL REQUIREMENTS FOR ELECTRICAL SYSTEMS

All electrical installations as set forth elsewhere in these specifications shall be in compliance with the referenced rules, regulations and standards, especially with regard to ambient and working temperature requirements.

Electric cable shall be capable of handling the required amperage.

Electrical installations shall be such so as to eliminate the possibility of mechanical injury or damage from the accumulation of dust, oil, vapors, steam, dripping liquids, etc.

New cable runs shall be supported at intervals of not more than 18" apart where vertical and 14" apart where horizontal. Straps, hangers, and standoffs shall be aluminum with stainless steel fasteners. Plastic type straps are permitted only behind sheathing/paneling. No cable runs will be permitted below the deck-plates, except for bilge pump wiring. Cable penetrations, where required to be watertight, shall have approved kick-plates, stuffing tubes, etc.

All electrical supplies and/or installations to meet CFR 46, Subchapters J and T, as well as all applicable NEMA, NEC and ANSI standards.

## H GENERAL REQUIREMENTS FOR HOT WORK

Prior to any hot work commencing in any compartment, the compartment shall be pumped dry, cleaned, and gas-freed in accordance with 29 CFR 1915, Occupational Safety and Health Standards for Shipyard Employment, and other applicable standards.

The COR shall be furnished a certificate stating that each compartment gas-freed by the contractor has been tested by an approved certified chemist or competent person and that the space is safe for burning and/or welding.

The contractor shall provide proper ventilation of spaces in which work is required or men are required to enter. Disposal of material accumulated during gas-freeing work shall be the responsibility of the contractor and shall be in accordance with all federal, state and local laws.

The contractor shall post and maintain a fire watch whenever any hot work is being performed. If work is being performed on a bulkhead, a fire watch shall be posted on both sides of the bulkhead.

## I GENERAL REQUIREMENTS FOR WELDING

All welding under this contract shall be done only by welders who have successfully passed the qualifications test of the ABS, the U.S. Navy or the USCG for aluminum welding.

The contractor shall bear the expense of conducting these tests, and shall certify by name to the COR those welders who have successfully passed the prescribed tests. The contractor shall require any welder to repeat these tests when, in the opinion of the COR or his appointed representative, the work of the welder indicates a reasonable doubt of his efficiency. In such cases the welder shall be recertified as above.

The electrodes used throughout the work shall be suitable for use with the parent metal at each weld. Electrodes shall be received on the job in unbroken packages bearing the manufacturers' label or be otherwise marked. Certified statements shall accompany each shipment of electrodes to the effect that sample pieces, representative of each kind and size in each shipment, have satisfactorily passed the tests required by the ABS, the USCG, and/or the U.S. Navy for aluminum welding.

Welding in this contract shall be done using the MIG process. All welding shall be smooth, tight and free from undercuts, porosity, craters and gas inclusions.

Shell and deck butts and flush seams shall be back chipped or gouged to sound metal from the closing side before welding.

All sharp and/or rough edges shall be ground smooth and all weld spatter shall be removed.

All welds for temporary dogs used during modifications are to be ground smooth.

Assembly of all welded joints before welding shall be such as to secure proper gaps in butt welds and metal contact in fillet welds. Welding shall not be used to close openings larger than stipulated for each plate thickness by the ABS.

All watertight seal welds shall be of "bead" type; no "weave" welding will be permitted.

Welding procedures, as to direction, length and number and sequence beads shall be carefully planned to minimize distortion and locked-in stresses.

## J GENERAL REQUIREMENTS FOR WORKMANSHIP

All parts of the work intended to join or bear upon others shall be cut or trimmed to fit neatly.

All faying surfaces shall be clean and smooth before bolting up. Shims or liners shall not be used for the purpose of overcoming a bad fit.

Lightening holes may be punched, sawn or sheared and all burrs and cutting slag shall be removed.

Weld spatter shall be removed from all plating and stiffeners.

All mounting holes shall be drilled and reamed. Holes in members having sharp curvature shall be avoided whenever possible.

All frames and longitudinals shall have limber holes and/or snipes of adequate size to allow water to flow to the lowest point of each compartment and to allow air to escape. All joints or areas of connection between aluminum and dissimilar metals shall be properly insulated by gasket material.

All fastenings used for connecting aluminum shall be made of AISI type 304 or type 316 series stainless steel.

All labor shall be specially skilled for each kind of work, thorough, first-class in every respect and under competent direction.

Where work of one trade joins, passes through or is on other work, there shall be no discrepancy or misfit when completed. In engaging one kind of work with another, marring or damaging of previously acceptable construction shall be cause for rejection.

## K GENERAL REQUIREMENTS FOR PAINTING

The contractor shall seal off all ventilation, antennas, engine room, exhaust, tank and fan vents or openings, and all other intake or exhaust venting/piping and cover all zinc anodes, transducers, windows, propellers, propeller shafts, shaft bearings, rudders stocks, and other fixtures that could be damaged or introduce contamination into the vessel from the high pressure water washing, sandblasting, or painting.



All areas contaminated with grease, oil, lubricants or other foreign matter shall be cleaned with a solvent similar to DEVOE Devprep #88, 788-T-000.

Defective shell plate discovered during sandblasting shall be reported to the COR immediately.

The paint system shall be applied in strict accordance with the manufacturer's guidelines and recommendations, including time between coats, proper application equipment, thinning and disposal of excess paint and thinner and cleaning of equipment.

All painting underwater surfaces shall be completed and accepted by the COR prior to refloating the vessel.

The contractor shall furnish the COR with a thickness gauge suitable for use on aluminum to verify proper wet/dry film thickness.

All paints used in the performance of this work shall be within the manufacturers specified closed container and "pot" shelf life.

All overspray of any new paint onto existing finished surfaces shall be removed and all surface repaired to original condition.

Colors shall conform to Federal Standard 595, in accordance with the following schedule:

<b><u>AREA</u></b>	<b><u>COLOR AND FS595 NUMBER</u></b>
Hull Exterior	Black/17038
Deckhouse Exterior	Old Ivory/13695
Decks & Housetop Deck	Red/10076
Hull & Deckhouse Interior	White/27880
Deck Fittings	Yellow/13655
Hull Markings	White/27880
Exterior Deck Coaming	Striping Red/11136
Handrails & Stair Rails	Black/17038
Antifouling 1st Coat	Manufacturer Contrasting Color
Antifouling 2nd Coat	Manufacturer's Red

#### **L GENERAL REQUIREMENTS FOR DISPOSAL OF FLUIDS**

All fluids, including, but not limited to, diesel fuel, lubricating oil, hydraulic fluid, antifreeze/coolant, bilge wastes, battery acid, penetrating and cutting oils, dye penetrants, and paint thinners removed from the vessel or generated by the contractor in the course of performing the required work shall be disposed of by the contractor in accordance with all Federal, State, Regional and Local laws, rules, regulations, and guidelines for the disposal of hazardous materials.

This also applies to any rags, clothing, equipment or other materials exposed or contaminated with such fluids.

#### M GENERAL REQUIREMENTS FOR CONFINED SPACES

The contractor shall comply with all requirements of Federal Law contained in 29 CFR 1910 and 29 CFR 1915 for entry into, monitoring of, rescue from and closure of confined spaces during the performance of the repair work performed as a part of this contract.

The contractor shall have a competent person on-site whenever any work is being performed in a confined space and shall post required certificates in the immediate vicinity of the confined space and maintain a log of all inspections and certificates.

The COR shall be provided with copies of the Gas-Free certificates and all competent persons logs as part of the overhaul record at the conclusion of the contract.

#### N GENERAL REQUIREMENTS FOR SAFETY

The contractor shall comply with the requirements of EM 385-1-1, "U.S. Army Corps of Engineers Safety and Health Requirements Manual" throughout the contract period. Manual is dated 03 November 2003.

The contractor shall maintain Safety, Fire, and Security programs as required by Section H of this contract throughout the contract period.

## **H HULL SECTION ITEMS**

### **H-101 DRYDOCKING**

References: Drawing SH-H-57; "Docking Plan"  
S9086-7G-STM-010/CH-997; "Docking Instructions and Routine Work in Drydock"  
MIL-STD-1625; "Safety Certification Program for Drydocking Facilities and Shipbuilding Ways for US Navy Ships"  
NAVFAC DM-29.1; "Graving Docks, Design Manual 29.1"

Provide all labor, services and materials and perform the work required in this clause.

Provide a certified marine railway, or a certified synchro-lift, etc. and qualified personnel and necessary equipment to dock the vessel.

The SHUMAN is a 65-foot aluminum catamaran with a beam of 26 feet, and a depth of 8'-5". The loaded draft of the vessel is 4 feet, 9 inches forward and aft, and a light draft of 4 feet, 7 inches forward and aft. Gross tonnage is 53 tons loaded and 32 tons light. Vessel clearance is 30 feet to the top of the mast.

Proposals from bidders requesting the use of non-NAVSEA certified drydocking facilities shall be accompanied by the following requirements:

A current independent detailed engineering evaluation and analysis (within one calendar year) of the proposed facility supporting its structural integrity and verifying that it is structurally and operationally safe.

A certificate signed by a person authorized to sign offers, verifying that the facility is presently safe

Engineering stability calculations in accordance with the above references verifying that the facility is presently safe

Use of a certified dockmaster, and a trained docking crew in accordance with the above references is required when using an uncertified docking facility

Provide and set blocks to support and distribute the weight of the vessel while out of water and to prevent movement of vessel. Blocks should provide for a minimum of 75-inches clearance under the hull (required to allow upper rudder stock removal).

The Contractor may add additional/alternative blocking to minimize hull deflection when the bottom plating is removed for the tunnel installation. It is recommended that added transom blocking at the hull corners be utilized, which are to be clear of the tunnel area.

**NOTE: THE CONTRACTOR SHALL ENSURE THAT NO BLOCKS ARE PLACED BETWEEN FRAMES 41 and 47 OF THE PORT PONTOON.**

Haul the vessel out of water and set on the blocks. Participate in the joint docking inspection.

Immediately after drydocking the vessel, and before the hull and any marine growth has had a chance to dry, the entire hull from the keel to the top of the bulwarks shall receive a fresh water high pressure wash at no less than 5000 psi.

Upon completion of all underwater related repairs and following the joint undocking inspection, return the vessel to the water.

All lay days, demurrage and other dock costs, including the costs of weekends and holidays, necessary to perform the repair work listed in this contract shall be included in the cost of this Line Item.

**Estimate on 40 calendar days for dry-docking. Price per day.**

## **H-102 UTILITIES AND SERVICES (UNIT PRICE)**

The contractor shall provide all labor, materials, and equipment and provide, adjust and maintain the drydock and pierside utilities and services specified in this clause for the duration of the contract.

Services shall be connected and operating within 2 hours after arrival of the vessel at the contractor's facility and shall continue until the vessel is accepted by the COR.

Payment shall be made only for the actual number of days the vessel remains and utilizes services at the contractor's facility.

Unit price shall cover all costs incidental to and charged direct to the job, and not otherwise included as overhead.

Services and utilities shall consist of the following:

**WATER:** Furnish fresh potable water for filling water tank and deck wash down. Potable water shall be lead-free and meet local municipal water standards. Provide certificate to COR indicating water to be safe for human consumption.

**SHORE POWER:** Provide necessary labor to connect, maintain and disconnect shore power service for initial hook-up, re-blocking and moving vessel to pierside. Provide electrical service for the duration of the repair period.

Shore power service to be 50 amps (minimum), 120/240 VAC, 60 Hz, single phase.

The vessel contains a number of components and systems that are sensitive to voltage fluctuations. The contractor shall be responsible for removal, repair or replacement, reinstallation and testing of electrical equipment which fails while the ship is in the contractor's possession due to voltage surge or fluctuation.

The vessel shall be grounded to earth via a grounding conductor when operating on shore power. Ensure the vessel is galvanically isolated from the shore (earth), using a galvanic isolator or an isolation transformer. Application and installation of this device shall be in accordance with ABYC E-8.20.

**TRASH REMOVAL:** Provide receptacles, equipment and labor to collect and remove garbage and trash from the vessel. The trash bins shall be located near the gangway.

**GANGWAY:** Provide a gangway with safety net or ladder for access to and from the vessel.

Install (on opposite side of vessel from gangway) and maintain a separate ladder from the bottom of the drydock to the main deck for emergency egress during the docking period.

**Estimate on 42 calendar days. Price per day.**

## **H-201 FUEL TANK CLEANING**

Reference Drawing: SH-H-1; “Fuel Details – Aft Strut”

Provide all labor, material, and services required and clean the two fuel oil tanks in the lazarettes.

It is estimated that there will be a maximum total of 100 gallons of fuel oil in each tank when delivered to the contractor. Oil remaining in the tanks and oily waste generated shall become property of the contractor, and removed and disposed of by the contractor in accordance with EPA regulations.

After removal of all oil and any sludge, the interior of tanks shall be flushed with hot water and solvent to remove any residue, and wiped dry with clean lint-free rags.

Install a drain petcock on the underside of each tank by utilizing a welded pipe nipple or doubler plate. The petcock shall be installed near the tank end with the access cover.

Coordinate the work in this Line Item with Line Item M-101, Main Engine Re-Powering, for installation of tank level indicator and relocation of fuel tanks.

Perform visual inspections with the COR. Final acceptance of tanks shall be made by the COR & vessel captain.

Install access covers with new gaskets. Any missing or defective fasteners shall be replaced at contractor's cost.

It is the intent of the Government to provide diesel fuel to fill the fuel tanks prior to departure. Provide access for a delivery truck to delivery approximately 1000 gallons of fuel.

## **M MACHINERY SECTION ITEMS**

### **M-101 MAIN ENGINE RE-POWERING**

Reference Drawings:

Drawing 677-605-01, "Shaft Arrangement & Structural Modifications" (4 shts)

Drawing 677-650-01, "Engine Exhaust" (2 shts)

Drawing SH-H-1, Fuel Details, Aft Strut and Stuffing Box, Rudder

Drawing SH-M-17, Installation of Forward Shaft Bearing

Government Furnished Equipment:

Two Detroit Diesel Series 60 engines, 740 BHP @ 2300 RPM

Two ZF 550 Gears, 3:1 reduction ratio with pilot bored companion flanges

Engine & gear mounts

Engine & gear gage/monitoring systems including engine room & pilothouse panels

DDEC controls.

Installation manuals

5 days on site from engine rep. (Penn Detroit Diesel Allison)

Two Rudder assemblies

The starboard side engine is equipped with a power steering pump for use with the SHUMAN steering system.

The contractor is required to provide and install all other components required for this contract (i.e. shafts, propellers, Racor filters, struts).

The contractor shall provide all labor, materials and equipment to accomplish the following:

### **A REMOVALS**

Remove the following items and systems entirely and hold for shipment back to FMDC: engines & gears, propellers, shafts, struts, stern tubes, exhaust piping, cooling piping, sea chests & intakes, rudders, and controls & monitoring/alarm panels.

Engines and gears shall be removed through the deck flush bolted hatches.

The strut removals include both the V strut, and the residual base of the original cast aluminum single strut.

All wiring, piping, and wire or pipe mounts associated with the removals above shall also be removed.

All hull or structural penetrations left from these removals shall be closed with insert plates.

After all removals, the engine rooms shall be thoroughly cleaned and degreased.

## **B HULL MODIFICATIONS**

All hull modifications shall be done in accordance with ABS Guide for Shipbuilding and Repair Quality Standard for Hull Structures During Construction. All hull modifications shall be tested for tightness, and corrected as required to ensure tightness.

In addition, the contractor shall provide dock blocking sufficient to adequately support the SHUMAN during the course of the structural modifications. The contractor shall ensure that the removals of plating and associated structure do not cause the catamaran hulls to deflect or move in relation to each other.

Modify the hull & hull structure to provide new propeller tunnels. All modifications shall be done in accordance with the contract drawings.

Fabricate and install struts and stern tubes, together with the required cutlass bearings and shaft seals. All modifications shall be done in accordance with the contract drawings. The contractor shall be responsible for installing the struts and stern tubes centered properly on the shaft line.

The modified hull in way of tunnels shall be blasted clean using dry sand, hydro blast or shot blast to a Commercial Blast Cleaning in accordance with Steel Structures Painting Council Specification SSPC-SP-6.

Apply two coats of primer and three coats of Red antifoulant paint similar to No Foul SN-1 (P/N S1-505) to the modified hull area. Each application of antifoulant shall be 7 mils wet/4 mils dry. SN-1 is ablative single part paint and no special license is required for use or application. It is anticipated that the vessel's crew will spotcoat the remaining underwater hull.

Primer shall be similar to Amercoat 385, 6 mils wet/4 mils dry.

Contact Info:	E Paint Company, Inc
	25 Research Road
	East Falmouth, MA 02536
	(800) 258-5998
	Fax: (508) 495-3210
	P.O.C.: Kimberly Fontaine



## **C FUEL SYSTEM**

Relocate the fuel tanks vertically as shown on the drawings, and provide the required structural foundations and tie downs as a result of the new tunnels.

Provide all materials and services needed for a completely new and functioning engine and generator fuel oil system, utilizing the current fuel oil tanks. The contractor shall size, provide and install Duplex Racor filters for each main engine. Existing genset filters shall be used.

Re-route and re-pipe fuel lines, vents and fills as required for the elevated location of the fuel tanks.

Provide all new fuel lines to/from the fuel tank to the engines and gensets. The existing fuel system shall be replaced in kind with all valves and lines duplicated in material and size. All hoses shall be replaced in identical length end fittings, and size. However, fuel hose material shall be adequate for use with both fuel oil and BioDiesel B-22.

Provide and install a fuel tank gage system for each tank. The system shall use a Titanium pressure transducer, similar to EMS Marcon "The Ballast" system. The system read out shall be located and installed in the Pilothouse Console.

## **D RUDDERS AND STEERING LINKAGE**

As part of the tunnel modification, the contractor shall remove the existing rudders, steering linkages and rudder posts. After tunnel installation, the rudders, rudder posts and steering linkages shall be re-installed in their original locations.

The tunnel shape will result in part of the original rudder port extending unsupported below the tunnel plating. This portion of the rudder port shall be strengthened and faired by a welded aluminum plate fairing, shaped comparably to the rudder foil shape. The fairing shall leave a gap of ½ inch maximum to the rudder top. Remove the upper flange on the rudder stock.

The rudder is of a split design, with the upper rudder shaft section measuring 75-1/2" in length and the lower rudder blade section measuring 35" in length. Both are manufactured from 316 stainless steel. The referenced drawing shows a one-piece rudder, but all other aspects of the drawing are still current.

Replace the four rudder tube bearings with contractor provided bearings.

Replace the rudder assemblies with GFM. Tack-weld the nuts and bolts to prevent backing-out.

Restore all other removals. Upon completion, test for binding and underway operation. Place the removed rudder assemblies in the crate of the new ones for shipment back to FMDC. Restore the rudder, steering linkages and angle indicator to full normal operation.

## **E NEW INSTALLATION**

Install the new propulsion system, as a complete and functioning system. This shall include: engines and gears, shafting and propellers, exhaust systems, cooling systems, fuel systems, starting systems, electrical systems, control systems, and monitoring and gage systems.

Provide all materials and services required to install and mount the engines on the existing SHUMAN engine beds.

Modify the engine beds above the top mounting flange as required to mount the engines and gears to match up to the shaft lines. No modifications to the engine girders are required below the top flange.

Forward (engine) mount studs shall be within 1deg. of perpendicular to the engine girder. In addition, engine foot position on the studs must be within 1 inch above or below the center of the stud vertical threaded length.

The forward engine mount bracket must be bolted to the engine using 6 bolts per side.

After (gear mounts) shall be aligned using the mount jacking screws. Mounts shall be parallel to the engine beds. After final alignment with the jacking screws, mounts shall be chocked in place using pour in place resin chocking similar to Chockfast Orange.

Squish down of the rubber elements of the two forward engine mounts shall be equal to within 1/16 inch. Squish down of the rubber elements of the aft gear mounts shall be equal to within 1/16 inch.

After installation of the engines and gears, re-install the bolt-on hatches with new contractor provided hardware and marine grade sealant similar to 3M 5200 Sealant.

The current engines utilize a Reverso pumping system for oil removal. The contractor shall re-use the Reverso system with the new engines. The contractor shall make up the Reverso System to the ½ inch NPT pipe plug port provided on the engine oil pans for this purpose.

Contractor shall provide all materials and services needed for a functioning cooling system for engines and gears. Engine & gear cooling shall be “heat exchanger raw water”.

The contractor shall re-use the existing engine cooling water intakes. Provide and install all new cooling piping, with new valves and new duplex intake strainers. Strainer mesh size shall be maximum 2mm openings.

The condensate drain from the Charge Air Cooler shall be fitted with hose, routed to the clean water sump.

Sea water supply for the shaft seal shall utilize engine raw water. The source for the raw water shall be the pipe plug on the discharge side of the engine mounted gear cooler.

## **F EXHAUST SYSTEM**

Contractor shall provide all materials and services needed for a functioning wet exhaust system. The exhaust system configuration shall be as shown on the drawings.

The system shall utilize fiberglass silencers equal to “Vernalift”. Exhaust piping shall be fiberglass, equal to “Vernatube”.

Hose shall be used for connecting the exhaust line pipe segments. Locations for these connections shall be as shown on the drawings. All hose shall be suitable for continuous operation at 500 degrees F. Double hump hose shall be provided at the exhaust injector.

The exhaust riser from each engine shall be custom fabricated with hard coat insulation, equal to Marine Exhaust (561 848 1238, [www.marine-exhaust.com](http://www.marine-exhaust.com)) hard coat. The riser shall incorporate the water injector. The water injector shall be sized for all of the raw water flow. No raw water may be diverted directly overboard. The riser shape shall match the exhaust piping arrangements shown on the drawing. Mounting brackets shall be provided with the risers. These shall bolt to the engines.

Exhaust line hull penetrations shall utilize welded aluminum spool pieces, with hose and clamps to connect to the Vernatube exhaust line. Hull doublers shall be provided with the hull penetrations

The exhaust riser shall be supported by engine brackets. The engine brackets shall be provided by the riser manufacturer. The silencer shall be mounted by bolting onto a fabricated aluminum platform as shown on the drawings. Sheet gasketing (1/4” thick) shall be provided under the silencer. The Vernatube piping as shown on the drawings will be self supporting.

## **G ENGINE & GEAR CONTROL/MONITORING SYSTEM**

Contractor shall provide all materials and services needed for a functioning engine & gear control/monitoring system, using the GFE provided components together with added materials as required.

Contractor shall provide console mounting panels and shall mount the new controls onto the existing console, in the same location as the existing controls.

The installation on the pilothouse console shall match the color and finish of the existing console, to provide a clean appearance for the new installation. The contractor shall provide and install a new 24VDC supply panel for the DDEC control system. Sufficient breakers shall be provided for all DDEC requirements plus two spare breaker slots. The panel shall supply all power to the DDEC system, and all panel readouts and monitoring. The panel shall provide power from either engine starting battery. Power shall be selectable through a switch on the panel. A voltmeter shall be provided on the panel.

Wiring for the control system shall be positioned a minimum of 36 inches from any power, or survey data wiring or cables. All transits of the control system wiring through hull bulkheads or decks shall be through watertight stuffing tubes or watertight cable transits devices such as Nelson Multiplug.

DDEC wiring lengths shall be carefully measured by the contractor. Lengths shall be provided to the engine supplier, who will provide the DDEC wiring components in the measured lengths. Wiring as installed shall not include any slack loops or coils.

Engine room local DDEC panels shall be wired to the ports on the engine “MEM” boxes.

Contractor shall provide mounts and shall mount the new monitoring panels in the engine room & pilothouse, in the same location as the existing panels.

The panel installation in the pilothouse shall match the color and finish of the existing console, to provide a clean appearance for the new installation.

## **H SHAFTING AND PROPELLERS**

The contractor shall provide all materials and services for a functional shafting system & propeller. Shafting and associated components shall be provided and installed in accordance with the drawings.

Shafting shall be Aquamet 22 or Aquatec 22 stainless steel.

Propellers shall be nickel aluminum bronze, 5 blade and 0.85DAR, equal to Hall & Stavert MY-T5. Propeller diameter shall be 40 inches, and pitch shall be 39 inches. Propellers shall have anti-singing trailing edges. Propeller hub shall be bored to match the shaft taper. Rounded fairwater caps shall be provided for each propeller.

All shafting components shall be as shown on the drawings. Propeller fabrication & balance tolerance shall be ISO R484, Class II. Fit by blueing the propellers to the shafts, ensuring a minimum 75% contact.

The contractor shall provide pipe and hose connection components and services as required to connect the new power steering pump to the existing steering system.

The contractor is responsible for proper shaft alignment. Shaft alignment shall include both alignment of the shaft to the shaft bearings, and also alignment of the reduction gear to the shaft. The contractor shall provide and install clean water sumps under each shaft seal. These shall be comprised of welded hull catchment basins of between 10 and 15 gallon capacity. Basins may be integral with the hull. Each basin shall be provided with a small 12VDC fully automatic bilge pump similar to Rule “Rule-Mate” RM500.

The pumps shall discharge overboard through the hull side as close as practical under the deck.

The contractor shall provide and install suitably sized hose, and through hull fittings for the pump discharges. A ball valve shut off shall be provided at the through hulls.

No modifications may be made to the cutlass bearings.

Final gear to shaft alignment shall be performed with the SHUMAN afloat. All alignment requirements of the gear and shaft bearing manufacturers shall be satisfied.

In addition, maximum misalignment across the coupling face may not exceed .005 inch per inch of coupling face diameter.

Torque to rotate the shaft, uncoupled, with bearings wet, and stuffing box loose shall be measured. Torque measured shall be compared to calculated torque using a coefficient of friction of .5 for wet cutlass bearings. Torque measured may not be more than 20% in excess of calculated torque.

## **I FLOOR TILE & DECKING**

The existing main cabin floor tile is composed of 2 sections, each approximately 30' x 10.5', fwd to aft.

Remove all furniture, desks, work surfaces and storage cabinets from the main cabin and store for reinstallation.

Remove and discard the floor tile. Remove and renew the vinyl base molding with same.

Install two sections, approximately 10.5' X 30' each, of new industrial use floor tile with the seam fore-and-aft. Provide a color selection chart at commencement of overhaul for color selection.

Prior to installation of the floor tile, apply a leveling material compatible with the aluminum around the engine room hatches.

Reinstall all removed furniture.

Renew/replace any diamond-plate decking impacted in the engine rooms. Install proper support for decking.

The contractor shall provide all services & components required for the complete function of the engines, the engine electrical system, and the DDEC control system.

Alternators are provided mounted but unwired. The contractor shall wire the alternator + and – to the starter motor, using #4 wire. The “I” terminal shall remain *unwired*.

A crossover shall be provided to allow either engine to start from either battery.

The engines are equipped with 120 VAC block heaters. The contractor shall provide connection for these heaters to the existing ship 120VAC electrical system.

The engines are equipped with 24VDC engine air shut downs. The contractor shall wire these to new emergency push buttons located at the existing fire suppression pull stations. The engine shut downs shall not act automatically with activation of the fire suppression system.

## **J START UP, TESTING, TRIALS, DOCUMENTATION, WARRANTY**

Contractor shall provide all materials, fluids and services required for propulsion system start up testing, and sea trials in accordance with the requirements of both the engine & gear manufacturers.

Contractor shall coordinate & provide on site services of Engine Manufacturers representative for start up and testing.

The contractor shall also provide all fluids services and materials to flush and re-start the steering system.

The contractor shall provide to the government the sea trial data and report taken by the Detroit Diesel on site representative.

Contractor shall provide manufacturers' operating and maintenance manuals for the engines and gears. Two sets shall be provided. Each set shall consist of the engine & gear manuals, bound in a three ring binder.

Normal 1 year and 3 year extend warranties are "provided" along with the GFE. Contractor shall provide documentation required for warranty assignment to the government.

Provide final engine/shafting alignment readings to the COR in writing, showing their location with respect to the vessel. The COR shall be presented with these readings prior to undocking the vessel.

The contractor shall test the new engines, shafting and steering components and all other components by sea-trialing the vessel in the presence of the COR. The contractor shall bear all the costs of re-drydocking the vessel and examining the propulsion and steering systems if excessive vibrations are present due to the inadequate work performed under this contract.

After completion of the overhaul, the contractor shall ship all removals from this Line Item (engines, rudders, shafts, props, strainers, filters, etc.) to the USACE Fort Mifflin Distribution Center. Ship to the following address:

Fort Mifflin Distribution Center  
US Army Reservation  
6400 Hog Island Road

Fort Mifflin, Philadelphia, PA 19153-3808.  
ATTN: Richard Burns  
(215) 365-5095

Prior to shipping, drain all fluids from all components. Preserve the interior and exterior of the engines and gearboxes in accordance with manufacturers guidance.

## **M-901 MISCELLANEOUS MAINTENANCE (IF DIRECTED)**

**A.** Provide the services of journeymen level mechanics, shipfitters, welders, inside and outside machinists, pipefitters, marine chemists, ladders & insulators, carpenters & joiners, electricians, laborers, burners, riggers, painters and all other shipyard trades to perform work to the ship's equipment for the entire duration of the repair period. Work items will be described in writing on a Government 2-Way Memo Form and shall be based on a joint survey with the contractor. Only the COR/Government Technical Representative is authorized to issue 2-Way memos. Work items will be priced and agreed upon prior to the initiation of any work. See Section H - Special Contract Requirements, Paragraph H-11, entitled "Change Proposals", for requirements of 2-Way Memo submission. The contractor, in connection with any proposal he makes, or the Government requests for a change shall furnish a total, lump sum price together with a price breakdown itemized as required. Unless otherwise directed, the breakdown shall set forth separately the following:

(a) Materials: Quantity computations and materials pricing (support by invoices or price quotes or define as estimated).

(b) Labor: Provide manhours by trade as agreed upon by the Contracting Officer's Representative.

(c) Equipment: Define equipment to be employed and hours used, both effective and noneffective. If equipment is part of an overall markup or labor costs, define as such. Provide rates used for equipment listed separately.

(d) Subcontract Costs: Contractor shall submit vouchers of the subcontractor's costs unless waived by the Contracting Officer's Representative.

(e) Miscellaneous: Any portions of the proposal for estimated costs for changes not covered in (a) to (e) above, shall be defined and set forth separately.

### **ESTIMATE ON 80 LABOR HOURS. PRICE PER HOUR.**

For completion of 600 hours based on a STRAIGHT-TIME rate, will require adequate staffing and/or double shifts during the entire period. The HOURLY RATE bid for this item shall include overhead, general and administration costs, and any additional costs or premium time incurred for second and third shifts, weekends, holidays and all travel costs, including insurance, travel to and from shop and work site in excess of one mile and night-differential. A single hourly rate will be paid for each 24-hour day.

The Contractor shall have available at the yard where the work is performed, an ESTIMATOR (or other authorized person) to survey any work that may be found necessary. The estimator shall be made available the same day that the additional work is found (including weekends) and shall submit an estimate of the cost for the within 24 hours.



**B. NOTE: FOR BIDDING PURPOSES,** material, services, and subcontractor costs involved in the maintenance and repair work performed shall be estimated on the basis of one-hundred percent (100%) of the total labor cost worked in paragraph (A)(1), above.

**EXAMPLE:** The material, services and subcontractor costs for 600 labor hours at \$40/hour shall be \$24,000.00.

Actual material and services costs will be paid on the basis of Contractor's purchase orders for required material. Copies of all purchase orders shall be furnished to the Contracting Officer's Representative. Estimate material and services price, as per paragraph (B), above.

All profit shall be based on the OCE weighted Guideline Method.

**C. BURDEN CHARGES:** The contractor shall insert in the space provided below and in Section B the percentage burden that will be charged when materials, subcontractor services, equipment rental and any other miscellaneous charge is activated under this Clause. This burden charge shall include profit, material handling, subcontractor handling, general and administrative charges, insurance, overhead and any other charges normally added onto these items. No other such charges or mark-ups will be allowed when activating work under this Clause.

The percentage amount to be charged by the contractor for any materials, subcontractor services equipment rental, and any other miscellaneous charges that are activated under this Clause shall be annotated in Section B. This rate shall remain in effect for the entire dollar amount of the material, services and subcontractor costs bid in Section B.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

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## **E01 INSPECTION**

The contract will be managed by the Physical Support Branch (PSBr) of the Operations Division of the U.S. Army Corps of Engineers, Philadelphia District and is subject to inspection by its appointed representatives to insure strict compliance with the terms of the contract.

No Government representative is authorized to change any provision of the specifications.

Neither the presence nor absence of a PSBr representative shall relieve the Contractor from any requirements of the contract.

The Contractor shall have and enforce a Contractor Quality Control (CQC) system which shall contain plans for Safety, Fire Prevention, Security and Confined Spaces. The Confined Space Plan shall specifically provide for gas-free and oxygen level certificates for all tanks.

## **E02 DRY DOCKING**

The Contractor shall be responsible for the satisfactory dry docking and undocking of the vessel at the times and dates selected and mutually agreed upon by the Contractor and the Contracting Officer's Representative (COR).

## **E03 QUALITY ASSURANCE AND CONTROL**

A. After Notice To Proceed with PLANNING and prior to issuance of Notice To Proceed with DRYDOCKING AND REPAIRS, the Contractor shall develop a Contractor Quality Control (CQC) and Inspection Program for the work required in this contract.

This program shall provide for regular inspection and testing of the work in progress, the work site and the preparation and maintenance of documentation and records.

The program shall incorporate the requirements of the following:

- Safety Program
- Fire Prevention Program
- Flooding and Damage Control Program
- Confined Space Entry Program
- Security Program
- Quality Control

The documentation and records shall:

- 1 Define Contractor tests and inspections to be accomplished for each work item of the contract. Such tests and inspections shall be keyed to the appropriate paragraph of each clause.

- 2 Be commensurate with the complexity of the work in the specification and adequate to assure the Contractor that the product or subproduct offered conforms to the requirements of the specification.
- 3 Be available to the Contracting Officer's Representative and contain recorded data of all Contractor conducted inspections and tests conducted to date.
- 4 List the Contractor Representatives who are authorized to witness or perform and sign for each test and inspection.

B. The following are the minimum requirements for data to be recorded:

- 1 Type of inspection or test (e.g., visual, mechanical, liquid penetrant, radiographic), accept / reject criteria, and a statement as to whether the inspection was satisfactory or unsatisfactory.
- 2 Number and type of deficiencies of material or workmanship found in the product or subproduct inspected and corrective action taken to correct the deficiencies and, for repetitive deficiencies, to preclude recurrence.
- 3 Date and signature of the Authorized Contractor Representative who witnessed or performed the test or inspection.

C. Responsible authorized personnel shall inspect the work in progress and all completed work, conduct necessary tests and record the data required. An Authorized Contractor Representative shall sign the records attesting to the validity of the information.

D. Contractor certified inspection is an integral part of all work therefore, the COR will consider the entire contract incomplete if Contractor documentation and records signed by the Contractor's Authorized Representative are not complete.

E. SUBCONTRACTORS

Work subcontracted and performed away from the shipyard is covered by this inspection system.

The prime contractor cannot delegate the authority to witness or perform, and sign for tests and inspections conducted away from the shipyard, without approval of the COR.

If the subcontractor has an established Quality Control program with designated organization and personnel, the prime contractor may designate an appropriate individual in

that organization as his authorized representative under paragraph A4. preceding. Such designation shall clearly indicate that the individual is an employee of a subcontractor and shall be subject to the approval of the COR.

When any workmanship, material, or apparatus fails to pass any test or inspection, it shall be fully retested only after all known faults have been eliminated. Where directed by the COR, such failed material or apparatus shall be completely removed from the work and renewed.

All defects in workmanship or material shall be remedied by the Contractor at no additional cost to the Government, except where work was performed on material furnished by the Government.

#### **E04    FACILITIES FOR PERSONNEL**

It is not envisioned that a Resident Engineer office will be established at the shipyard, however the Contracting Officer will have a staff of up to three people at the shipyard at various times and for varying periods throughout the life of the contract.

This staff will consist of the Authorized Representative of the Contracting Officer (COR), Project Manager, Project Engineer, Operators, Crew or other personnel as best suits the Government's QA/QC needs.

In order for that staff to function and communicate effectively, the contractor shall provide an office and other facilities as described in this clause.

A private office with key-lockable door (3 keys to be provided), convenient to the work, shall be made available to the Contracting Officer's staff. The office and facilities shall be suitable for both male and female staff.

The office shall be furnished with one desk with an arm chair and two side chairs.

Access to one standard drafting table with drafting stool, conference table with arm chairs, locking file cabinets and a First Aid kit.

Light, heat and ventilation shall be furnished together with daily janitor service.

A chilled water fountain, toilet, washing and shower facilities complete with soap and cloth towels shall be available, convenient to the office, within the same structure and on the same floor.

Air conditioning and heat shall be provided in the office if offices for generally similar use in the Contractor's plant are so equipped.

The Contractor shall furnish the office with and maintain one telephone instrument with access to the Contractor's phone system and a commercial telephone line. The commercial line shall provide for unrestricted usage within the area defined as "Local" to the Contractor's facility, and direct dial toll call capability. Long Distance Toll charges will be paid by the Government.

Access to a telephone instrument with a speaker phone - talk back capability for conference calling shall be provided.

A minimum of two duplex convenience receptacles shall be provided spaced about the offices to accommodate radios, fax machine and miscellaneous appliances.

Government Representatives attending the overhaul will bring with them walkie-talkie radios for intra-agency communication, cameras, and various items of test equipment. The Contractor shall permit unencumbered ingress and egress to and from the shipyard and the vessel with such equipment.

In addition, the Contractor shall furnish two parking spaces within the shipyard in safe locations and accessible to the assigned offices.

The contractor shall provide the following equipment for the use of the COR and his staff during the contract. All items will remain the property of the contractor at the end of the contract:

- o Fax machine with automatic and unattended capabilities. It shall be similar to CANNON USA Model FAX-410 with a dedicated outside (Bell System) telephone line.
- o Photocopier with reduction/enlargement and sorting capability. The photocopier shall be provided with paper, fluids, toner and service.

#### **E05 FINAL INSPECTION**

When all work and testing has been satisfactorily completed at the builders yard, the Contractor and the Contracting Officer's Representative (COR) shall make a complete physical inspection and inventory of the vessel.

A "punch list" of deficiencies will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" shall be completed at the Contractor's facility. The Contractor shall give the COR two working days notice prior to the desired date of reinspection.

Prior to any inspection, the vessel and all its equipment shall be thoroughly cleaned and all painting and finishes put in first class condition.

#### **E06 PROVISIONAL ACCEPTANCE**

Following satisfactory completion of all tests and trials, correction of all "punch list" deficiencies, and receipt of all contract deliverables, the vessel will be Provisionally Accepted at the builder's yard.

Delivery of the vessel may not be started until Provisional Acceptance of the vessel has been made.

Payment of the full contract amount less retainage and any liquidated damages will be made in accordance with the Progress Payments Clause of Section I at the time of Provisional Acceptance.

#### **E07 FINAL ACCEPTANCE**

Final Acceptance will be made upon delivery of the vessel, afloat and "Ready for Service" at the delivery point designated and following successful completion of the Final Acceptance Demonstrations.

"Ready for Service" is defined as clean inside and out; all trash, dunnage, lashing, and delivery related material disposed of; loose items of outfit in place; all electrical and mechanical systems operational; equipment properly adjusted; instruments and electronics calibrated or aligned, fuel and water tanks filled and damaged paint touched up.

#### **E08 COMMERCIAL WARRANTY OF SUPPLIES**

The Contractor shall assign, in writing, all commercial warranties for equipment provided under this contract to the Government. **The effective date of all commercial warranties shall be the date of Final Acceptance.**

**52.211-8 TIME OF DELIVERY (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED</b>
<b>0001A</b>	<b>Planning</b>	<b>1 JOB</b>	<b>5 Calendar Days</b>
<b>0001B</b>	<b>Drydocking and Repairs</b>	<b>1 JOB</b>	<b>42 Calendar Days</b>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED</b>
<b>0001A</b>	<b>Planning</b>	<b>1 JOB</b>	
<b>0001B</b>	<b>Drydocking and Repairs</b>	<b>1 JOB</b>	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than



the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages **of \$1,600.00 per calendar day of delay for Line Item 0001B. Except that a maximum assessment will be made corresponding to a delay of 20 Calendar Days.**

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

**INDEX**

**G01 ACCOUNTING AND APPROPRIATION DATA**

**G02 CONTRACT MANAGEMENT**

**G03 PAYMENT OFFICE**

**G04 CONTRACT ADMINISTRATION**

**G01    ACCOUNTING AND APPROPRIATION DATA**

96X4902 REVOLVING FUND, CORPS OF ENGINEERS, CIVIL  
Ordering Work Item I00166

**G02    CONTRACT MANAGEMENT**

Physical Support Branch  
U.S. Army Corps of Engineers, Philadelphia  
Wanamaker Building  
100 Penn Square East  
Room 630 South  
Philadelphia, Pennsylvania 19107-3391

**NOTE:** The Physical Support Branch is the "Designated Billing Office" as defined by Part II –  
Contract Clauses - Section I, "Prompt Payments"

**G03    PAYMENT OFFICE**

Department of the Army  
U.S. Army Corps of Engineers  
Attn: CEFC-AO  
5722 Integrity Drive  
Millington, TN 38054-5005

Invoices should be sent to Physical Support Branch at the address shown above.

**G04    CONTRACT ADMINISTRATION**

U.S. Army Corps of Engineers District, Philadelphia  
Contracting Division  
ATTN: CENAP-CT-S( Mr. E. Savoy)  
Wanamaker Building  
100 Penn Square East  
Room 643  
Philadelphia, Pennsylvania 19107-3390

Section H - Special Contract Requirements

SPECIAL TERMS AND CONDITIONS

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**H01 CONTRACT ORGANIZATION**

**H02 CONTRACTOR SUBMITTALS**

**H03 REVIEW OF CONTRACTOR SUBMITTALS**

**H04 SUBCONTRACTING PLAN**

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**B ENGINEERING**

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**H06 ENGINEERING**

**A ENGINEERING AND DESIGN**

**B STANDARD DETAILS**

**H07 "AS BUILT CONDITION"**

**H08 SUBSTITUTIONS**

**H09 GOVERNMENT PROPERTY**

**H10 CHANGES TO CONTRACT**

## **H01 CONTRACT ORGANIZATION**

The contract for drydocking and repairs to the vessel is divided into two basic phases.

The first phase is Planning. The second phase is the physical Drydocking and Repair.

### **A PLANNING**

Planning is carried out following receipt by the contractor of a Notice of Contract Award (Award) and a Notice To Proceed (NTP) with “PLANNING”.

In this first contract phase, the Contractor must present planning information that demonstrates a logical, orderly and workable approach to the work and demonstrates a complete, prepared shipyard facility. The documents submitted must be acceptable to the Contracting Officer’s Representative (COR).

The Notice To Proceed with “DRYDOCKING AND REPAIRS” will not be issued until the planning documents are complete and approved.

### **B DRYDOCKING AND REPAIRS**

Drydocking and Repairs commences only after completion of the PLANNING phase and receipt by the contractor of a Notice To Proceed with “DRYDOCKING AND REPAIRS”.

In this second phase of the contract, the Contractor will be required to perform production engineering, develop the contract schedule, perform the physical work and test the completed vessel.

## **H02 CONTRACTOR SUBMITTALS**

### **A PLANNING PHASE SUBMITTALS**

The following is a summary of the items that the Contractor must submit during the Planning Phase. All items must be received, reviewed and approved by the COR before a Notice To Proceed (NTP) will be issued for the Drydocking and Repair phase of the contract:

#### **SUBMITTAL ITEM**

#### **CONTRACT CLAUSE REFERENCE**

o Dry-dock Certification	C(L.I. H-101)
o Contractor Quality Control Plan	E03
Safety Program	
Fire Prevention Program	
Flooding and Damage Control Program	
Confined Space Entry Program	
Security Program	

o Authorized Contractor Representative List	E03
o Subcontracting Plan	H04
o Engineering Qualifications	H04

## **B DRYDOCKING AND REPAIR PHASE SUBMITTALS**

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the DRYDOCKING and REPAIR Phase of the contract is issued. All items must be received, reviewed and approved by COR before Provisional Acceptance (Clause E07) will be made. The following items are required:

<b><u>SUBMITTAL ITEM</u></b>	<b><u>CONTRACT CLAUSE REFERENCE</u></b>
o Standard Details	H06
o Substitutions List	H08

## **H03 REVIEW OF CONTRACTOR SUBMITTALS**

The Physical Support Branch (PSBr) of the Philadelphia District, USACE will review the drawings, data and other material submitted by the Contractor in the various contract phases.

Submittals from the contractor must be clear as to what the submittal represents and the action the contractor requires performed.

The Government's review is intended to be limited to the functional aspects of the submittals with limited technical review of general cursory nature only.

The Contractor shall comply with the requirements of the design embodied in the contract. Where review, approval, classification or certification by ABS, USCG, USPHS or other regulatory agency is a provision of the contract, Government review of Contractor submittals may not address the requirements of those agencies. The contractor shall take into account that the Government approval of submittals will be contingent upon satisfactory fulfillment of those requirements.

Submittals found to be completely acceptable to the Contracting Officer's Representative without comment will be marked "ACCEPTED - Resubmittal Not Required".

Submittals found to be generally acceptable to the Contracting Officer's Representative with qualifying comments will be marked "ACCEPTED" but may or may not require resubmission depending on the COR's assessment of the criticality of the comments.

ACCEPTED submittals being resubmitted will be reviewed only to ensure that the previous comments have been adequately incorporated. Resubmission requirements will be clearly listed in the reply letter.

Submittals unacceptable to the Contracting Officer's Representative will be marked "NOT ACCEPTED". Submittals not accepted will always require full and complete resubmittal. Such resubmittal will result in a full and thorough review as though it was a first submittal.

The Contractor shall insure that all review comments are incorporated in corrected submittal documents or are rebutted in separate correspondence.

The contractor is encouraged to completely discuss all submittal comments with the author in order to insure complete and effective communication.

The Contractor will not use the drawing review or submittal process for contract deviations. Changes in equipment, materials, construction techniques or details must be the subject of separate, specific correspondence.

All requests made by the Contractor for deviations, variations or substitutions must be specific and clear as to what is contractually required, the proposed change, location and/or extent, benefits resulting from the change and effect on contract cost and delivery. Refer to clause H16.

Submittals for review by the Government will generally be return mailed within 14 calendar days after receipt.

Contractors shall plan their submittal schedules so as not to affect contract performance.

## **H04 SUBCONTRACTING PLAN**

### **A SUBCONTRACTING**

After Notice To Proceed with PLANNING, the contractor shall submit a Subcontracting Plan for the contract. This should not be confused with the SUBCONTRACTING PLAN required of Large Business as a part of their affirmative action responsibilities.

The Subcontracting Plan shall identify the areas or features of the contract or vessel which will be performed, all or in part by subcontractors. The plan shall identify the scope of work, subcontractor firm's name and reference to the subcontractor's proposal or letter of intent.

The Subcontracting Plan shall specifically address the Contractor's plan for design and engineering.

## **B ENGINEERING**

If any part of the Contractor's engineering is to be subcontracted, the Contractor shall also submit the subcontractor's qualifications, the scope of work and the contract, purchase order or letter of intent.

If the engineering is to be performed by the Contractor's hired labor, the plan shall make that specifically clear. The Contractor shall provide a statement of qualification for any "in house" engineering activities.

All persons employed as naval architects or marine engineers either by the Contractor or by any subcontractor shall be professionally competent by virtue of education, training, experience or licensing.

The Subcontracting Plan shall be in "spread sheet" format and will be incorporated into the Material and Equipment Schedule of clause H05.

Upon written approval of the Subcontracting Plan by the Authorized Representative of the Contracting Officer, the contractor is authorized to proceed to place the subcontracts on the plan.

## **H05 MATERIALS AND EQUIPMENT SCHEDULE**

After Notice To Proceed with "ENGINEERING AND SCHEDULING", the Contractor shall develop a schedule of all items, including major stock materials (excluding nuts, bolts, gaskets, consumables, etc.), to be used in the construction of the vessel. The schedule shall be prepared in "spread sheet" format and contain the following information:

- o Component/equipment
- o Quantity
- o Vendor name and address
- o Make, model and options
- o Drawing references (if appropriate)
- o Purchase Order or Contract Number
- o Scheduled order date
- o Actual order date
- o Scheduled (promised) receipt at shipyard
- o Actual receipt at shipyard

After submittal, review, revision and approval by the COR, the schedule shall be updated and submitted to the Government bi-weekly. Final submission to the COR shall include priced copies of all purchase orders, purchase specifications and receipts.

Upon written approval of the schedule by the Contracting Officer's Representative, the contractor is authorized to proceed with procurement of all items and materials in the schedule. At any time during the contract, the COR may request and the contractor shall furnish, priced copies of all purchase orders, purchase specifications and material receipts.



## **H06 ENGINEERING**

### **A ENGINEERING AND DESIGN**

The Contractor will perform engineering and prepare designs in order to:

- o Complete the Design
- o Obtain regulatory body approval
- o Develop detailed piping and cable routings
- o Develop shop drawings
- o Develop construction details
- o Prepare complete bills of materials
- o Obtain COR approval for NTP with Drydocking & Repairs

All drawings and documents prepared by the contractor or substantively modified by the contractor shall be forwarded to Physical Support Branch for review, comment and approval.

Three copies of each drawing/document shall be furnished. One copy will be returned to the Contractor showing the Government review action.

It is the responsibility of the Contractor to schedule submission of the listed drawings/documents to allow for review by PSBr, without adversely affecting the construction schedule or submittals to ABS (refer to Clause H02).

All drawings shall conform to the American National Standards Institute (ANSI) Standard Y14.

Drawings shall be in flat size, format A (horizontal or vertical) B, C, D or F as required by ANSI Y14.1. In no case will drawings in any other size or format be accepted.

Title blocks shall conform to ANSI dimensions and shall be submitted to PSBr for approval.

The Government will be the sole owner of the design and shall have “unlimited rights” in the duplication, use, reproduction and disclosure of all drawings used in the development and construction of this vessel.

### **B STANDARD DETAILS**

It is not the intention of the Government to unnecessarily restrict the normal manufacturing and construction practices of the contractor.

Prior to issuance of a NTP with Drydocking & Repairs, the Contractor may provide to the COR, for approval, a list of the standard details (brackets, gussets, small foundations, site

fabricated fittings etc.) that the Contractor proposes to incorporate into the design. Such list shall be accompanied by the Contractor's standard detail drawings.

If approved, the contractor's Standard Details can be integrated into the Design drawings by reference and need not be resubmitted for review.

After issuance of a NTP with Drydocking & Repairs, requests for incorporation of standard details will be considered only in cases where contract performance or design features are improved.

## **H07 "AS BUILT" CONDITION**

In order to provide a record of the "As-Built" vessel the contractor shall update the vessel drawings and documents to clearly show the construction, details and systems of the vessel at the time of delivery.

All of the drawings and documents shown on the Submittal Schedule required by Clause H10 and the Drawing Index required by Clause H12 will be updated and corrected to form an "As Built" record of the vessel.

The "As-built" materials shall be delivered as follows:

- o Prior to FINAL INSPECTION, the Contractor shall submit one set of prints of the "As-Built" drawings for review and approval.
- o Prior to PROVISIONAL ACCEPTANCE, the Contractor shall provide the following:

Two sets of black or blue line prints of all "As Built" drawings.

One set of high quality (original) mylar reproducibles of all "As Built" drawings.

The Government shall be the sole owner of the design and shall have "Unlimited Rights" to use the "As-Built" drawings and materials for reprourement, duplication and disclosure.

## **H08 SUBSTITUTIONS**

"Substitution" as used in this clause, is an administrative action, not resulting in a contract change of cost or time.

Prior to issuance of a NTP for Drydocking & Repair, the Contractor shall prepare and submit a comprehensive list and analysis of any Contractor proposed substitutions of the equipment and materials required in the contract.

The Substitution List shall be limited to equipment and materials specifically required by the contract. Equipment and Materials where the contractor has selection responsibility (i.e. "similar to") are not to be included in the list.

Each proposed substitution shall be accompanied with a detailed analysis and comparison of the equipment or materials specified and the equipment or materials proposed, including features, dimensions, performance characteristics, benefit to the Government, and the compelling reason why the substitution should be made.

In the absence of compelling reasons for making the substitution, the contractor's proposal may be denied.

Should the substitution be accepted, the Contractor shall be responsible for integrating the substitution into the design. Such modifications to the design must be completed, submitted for approval, revised as necessary and approved by the COR prior to issuing a NTP with Drydocking & Repairs.

The Contractor bears ultimate responsibility for satisfactory performance of all systems impacted or affected by an approved substitution as well as the operation of the completed vessel, as affected by the substitution.

Once a NTP with Drydocking & Repairs has been issued, substitutions will not be considered.

## **H09 GOVERNMENT PROPERTY**

All Government-Furnished equipment and equipment for which the Government has made payment or partial payment shall be considered Government Property.

The Contractor shall accept all risk for Government property in his possession.

The Contractor shall maintain an inventory of all Government Property, update and submit the inventory bi-weekly.

The Contractor shall mark all Government property with the following information:

Surveyboat SHUMAN  
U.S. Army Corps of Engineers  
Contract W912BU-04-H-\_\_\_\_\_

Markings shall be in 6-inch letters in paint of a contrasting color. The markings shall be placed on at least 3 sides of each piece of Government Property.

All Government Property shall be stored in enclosed, weathertight secure, warehouse buildings. Security shall consist of restricted access, locked and fenced storage. Warehouse buildings shall be heated above freezing and ventilated to prevent condensation or sweating.

## **H10 CHANGES TO CONTRACT**

No changes will be made to this contract unless it is made, in writing, by the Contracting Officer. Changes made to this contract by any other direction will be at the Contractor's own risk and will not be cause for the Contractor to make a claim against the Government for extension of contract time, delays, and disruption or for excess costs or damages incurred by the Contractor.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race,

color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check,

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be \_\_\_\_\_ percent of the bid price or \$ \_\_\_\_\_, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or



(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article

17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$\_\_\_\_\_.  
This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

252.217-7003 CHANGES (DEC 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in --

(1) Drawings, designs, plans, and specifications;

(2) Work itemized;

(3) Place of performance of the work;

(4) Time of commencement or completion of the work; and

(5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

(1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.

(2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.

(3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

(End of clause)

#### 252-217-7004 JOB ORDERS AND COMPENSATION (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(End of clause)

252.217-7005 INSPECTION AND MANNER OF DOING WORK (JAN 1997)

(a)The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b) (1)Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2)When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c)The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1)If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2)If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3)As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4)The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d)The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e)The Contractor shall--

(1)Exercise reasonable care to protect the vessel from fire;

(2)Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;

(3)Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4)Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5)To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;

(6)Furnish the Contracting Officer or designated representative with a "gas-free" or "safe-for-hotwork" certificate , provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and

Health Administration regulations (29 CFR 1915.14) before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(f) Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35° F, the Contractor shall take all necessary steps to--

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable--

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i) (1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

(End of clause)

#### 252.217-7006 TITLE (DEC 1991)

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of a job order shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the job order, or with the approval of the Contracting Officer during performance of the job order, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipment.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

(End of clause)

252.217-7007 PAYMENTS (DEC 1991)

(a) "Progress payments", as used in this clause, means payments made before completion of work in progress under a job order.

(b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.

(1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.

(2) The Government need not make progress payments for invoices aggregating less than \$5,000.

(3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the work, and preparatory work completed, less the aggregate of any previous payments.

(4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.

(c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.

(d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct --

(1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and

(2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

(End of clause)

252.217-7008 BONDS (DEC 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

(End of clause)

#### 252.217-7009 DEFAULT (DEC 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to --

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause --

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.



(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.

(ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.

(f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.

(1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).

(2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.

(3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.

(g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

(End of clause)

#### 252.217-7010 PERFORMANCE (DEC 1991)

(a) Upon the award of a job order, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the job order has been awarded except

in the case of emergency work ordered by the Contracting Officer under the Job Orders and Compensation clause of the Master Agreement.

(b) The Government shall deliver the vessel described in the job order at the time and location specified in the job order. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the job order.

(c) The Contractor shall, without charge and without specific requirement in a job order, --

(1) Make available at the plant to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The job order will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

(End of clause)

#### 252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

(End of clause)

252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance.

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

(End of clause)

#### 252.217-7013 GUARANTEES (DEC 1991)

(a) In the event any work performed or materials furnished by the contractor under the Master Agreement prove defective or deficient within 90 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 90 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the job order.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the job price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this agreement.

(End of clause)

252.217-7014 DISCHARGE OF LIENS (DEC 1991)

(a) The Contractor shall immediately discharge, or cause to be discharged, any lien or right in rem of any kind, other than in favor of the Government, that exists or arises in connection with work done or material furnished under any job order under this agreement.

(b) If any lien or right "in rem" is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

(End of clause)

252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

(End of clause)

252.217-7016 PLANT PROTECTION (DEC 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.

(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.

(c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph

(b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS

**INDEX**

**J01**    **DRAWINGS**

**J02**    **LIST OF DRAWINGS**



## **J01    DRAWINGS**

The drawings and specifications of this contract represent “as built” drawings and shall be used for guidance and reference only.

## **J02    LIST OF DRAWINGS**

The following drawings form a part of this solicitation and describe the Survey Vessel listed in Line Item 0001:

<b><u>TITLE</u></b>	<b><u>DRAWING NUMBER</u></b>	<b><u>REVISION</u></b>
Aft Strut and Rudder Details	SH-H-1	-
Outboard Profile	SH-H-6	-
Construction Details	SH-H-7	-
Docking Plan	SH-H-57	-
Installation of Forward Shaft Bearing -	SH-M-17	
Exhaust System	SH-M-19	-
Structural Mods & Shaft Arrgmt (Sht 1)	605011A	-
Structural Mods & Shaft Arrgmt (Sht 2)	605012A	-
Structural Mods & Shaft Arrgmt (Sht 3)	605013	-
Structural Mods & Shaft Arrgmt (Sht 4)	605014	-
Exhaust System (Sht 1)	650011_A	-
Exhaust System (Sht 2)	650012_A	-

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(d) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance      Name and Address of Owner  
(Street, Address, City,      and Operator of the Plant or  
County, State, Zip Code)      Facility if Other than Bidder

_____	_____
_____	_____
_____	_____
_____	_____

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336611**.

(2) The small business size standard is **500** (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will

be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)



## Section L - Instructions, Conditions and Notices to Bidders

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.003-4001 INFORMATION REGARDING BID, PERFORMANCE, AND PAYMENT BONDS

(a) Performance and Payment Bonds: (Applicable only if the contract is \$100,000 or greater.) Within 10 calendar days after award, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A), each with good and sufficient surety or sureties acceptable to the Government, shall be furnished. The penal sums of such bonds will be as follows:

(1) Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the Contractor in carrying out the contract with respect to which such bond is furnished.

(2) Payment Bond:

(i) When the contract price is \$1,000,000 or less, the penal sum will be fifty (50%) of the contract price.

(ii) When the contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be forty percent (40%) of the contract price.

(iii) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

#### 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
- (b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
  - (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
  - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

#### 52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

#### (a) INSURANCE (As required by FAR 52.228-5 of the Contract Clauses)

a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Workman's Compensation and Employees Liability Insurance  
Minimum \$100,000.00

General Liability Insurance, Minimum \$500,000.00 per occurrence  
With a minimum of \$100,000.00 of property damage insurance per occurrence

Automobile Liability Insurance  
Minimum \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage

52 Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation of any material change adversely affecting the Government's interest shall not be effective (1) for such period as the law of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Mr. Robert Sharamatew, Chief, Contracting Division, U.S. Army Corps of Engineers, Philadelphia, Wanamaker Building, 100 Penn Square East, Room 643, Philadelphia, PA 19107.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section M - Evaluation Factors for Award

AWARD

**INDEX**

**M01    LOWEST RESPONSIVE, RESPONSIBLE BIDDER**

**M02    DELIVERY SCHEDULE**

**M03    PLACE OF DELIVERY**

**M04    EVALUATION OF BIDS - REQUIRED DELIVERY**

## **M01 LOWEST RESPONSIVE, RESPONSIBLE**

Award will be made as a whole to the lowest responsive, responsible bidder whose total bid, conforming to the Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

## **M02 DELIVERY SCHEDULE**

Bids which indicate inability to meet the delivery as set forth in Section F will be rejected as non-responsive.

## **M03 PLACE OF DELIVERY**

Bids submitted on a basis of other than F.O.B. place of delivery, as set forth in Section F, will be rejected as non-responsive.

## **M04 EVALUATION OF BIDS – REQUIRED DELIVERY**

Bids with an inability to meet the delivery as set forth in Section F will be rejected as non-responsive.

The Government shall evaluate bids by adding in the cost of moving the Surveyboat SHUMAN from the location of the vessel at the time of bid opening to the shipyard facility.

The applicable rate of \$41.67 per nautical mile is hereby incorporated.

The dollar rate per nautical mile will be multiplied by the number of miles from the vessel's location to each of the bidders sites, and added to the total amount bid to determine the overall lowest evaluated bid price.

## **CLAUSES INCORPORATED BY FULL TEXT**

### **52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

#### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)